



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 07, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 October 7, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AUTHORIZE AGREEMENTS FOR URBAN GREENING PROJECTS (SUPERVISORIAL DISTRICTS 2 AND 4) (3 VOTES)

SUBJECT

Authorize agreements for developing four urban greening projects at schools in the Lennox, Long Beach, and Whittier Unified School Districts and at a greenbelt garden project in the City of Long Beach.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the following projects categorically exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of each project:

- Buford Seed Project
- Edwards Middle School Urban Forestry Project
- Perry Lindsey Middle School Urban Greening Project
- Long Beach Greenbelt Gardens Project

2. Authorize the Director of Public Works or her designee to execute Memoranda of Understanding with project site owners, Lennox School District, Whittier City School District, Long Beach Unified School District, and the City of Long Beach, respectively, for the design, construction, operation, and maintenance of these projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to find four urban greening projects categorically exempt from the California Environmental Quality Act (CEQA) and to authorize the Department of Public Works to enter into the Memoranda of Understanding (MOU) with the respective site owners involved to develop the projects.

The projects are part of efforts under the County's Smart Gardening Program to improve inner-city/underserved communities by installing and developing Smart Gardening Learning Centers and sustainable features, such as rain gardens, drought-tolerant plants/trees, herb/vegetable gardens, and decomposed-granite paths. Public Works will conduct Smart Gardening workshops at the Learning Centers to educate residents regarding methods to conserve water in their gardens and to compost yard waste to divert it from the region's diminishing landfills.

Buford Seed Project is proposed for Buford Elementary School, Lennox School District in unincorporated Lennox; and consists of a rain garden, a mini Smart Gardening Learning Center, an herb/vegetable garden, and drought-tolerant plants/trees.

Edwards Middle School Urban Forestry Project is proposed for Katherine Edwards Middle School, Whittier City School District in unincorporated West Whittier; and consists of a rain garden, a Smart Gardening Learning Center, an herb/vegetable garden, a decomposed-granite path, and drought-tolerant plants/trees.

Perry Lindsey Middle School Urban Greening Project is proposed for Perry Lindsey Middle School, Long Beach Unified School District in Long Beach; and consists of a rain garden, a Smart Gardening Learning Center, an herb/vegetable garden, a decomposed-granite path, and drought-tolerant plants/trees.

Long Beach Greenbelt Gardens Project is proposed for the Long Beach Greenbelt, owned by the City of Long Beach; and consists of a rain garden, a community garden, a decomposed-granite path, a fruit stand, and drought-tolerant plants/trees.

These projects will assist in supporting the County's Smart Gardening Program and in complying with the California Integrated Waste Management Act of 1989 (AB 939).

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2), including Strategic Initiative 4 to promote Healthy Neighborhoods Projects and Strategic Initiative 5 to promote Environmentally Sustainable Practices. The proposed projects support these goals by providing needed facilities and services that benefit the community and environment.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Funding for future design and construction will be sought in the annual Solid Waste Management Fund budget process. Public Works is continuing to seek State grants to assist with funding for the

projects. Grants will reimburse the cost after the projects are completed. Under the terms of the MOUs, once the projects are completed, the maintenance and operational costs will be the responsibility of each site owner. If no outside funding is obtained, the projects may be suspended depending on the level of internal funding and priorities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 31, 2011, the Board delegated authority to the Director of Public Works or her designee to apply for environmental grants with State agencies and to accept grants up to \$500,000.

The Buford Seed Project was awarded a \$75,000 Urban Greening Grant by the State Strategic Growth Council in June 2014. This grant was accepted for the project by the Director of Public Works on July 1, 2014, pursuant to the Board's delegated authority.

Public Works has applied for an Environmental Enhancement and Mitigation Grant from the State Strategic Growth Council in June 2014, for Edwards Middle School Urban Forestry Project and is investigating opportunities for funding the Perry Lindsey Middle School Urban Greening Project and Long Beach Greenbelt Gardens Project. Upon Board approval of the projects, with appropriate environmental findings, the projects may become eligible for grant funding from the State of California. Minimal gap funding, if determined to be necessary, is available and has been budgeted under the Solid Waste Fund for the County's Smart Gardening Program.

The MOU for the design, construction, operation, and maintenance of the projects will be substantially similar to the enclosed template and will be approved as to form by County Counsel prior to execution by the Director of Public Works.

Public Works will return to the Board for necessary authorization to advertise and award construction of the projects.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are categorically exempt from CEQA. The projects include installation of decomposed granite walking paths; modifications to irrigation systems; planting of trees and plants; installation of small outdoor structures; installation of water efficient landscaping improvements; and are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301, 15302 (c), 15303 (e), and 15304 (b) of the CEQA Guidelines. The projects would involve minor alteration of existing public school facilities and utilities with negligible or no expansion of use and installation of new gardening and landscaping. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemptions inapplicable based on the project records.

Upon Board approval, Public Works will file Notice of Exemptions with the Registrar-Recorder/ County Clerk in accordance with Section 15062 of the CEQA Guidelines for the four urban greening projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER

Director

GF:PP:ak

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

TEMPLATE

MEMORANDUM OF UNDERSTANDING <NAME of> URBAN GREENING PROJECT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered on _____, 201x, by and between the <Name of X> SCHOOL DISTRICT ("XSD"), a body corporate and politic, and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS ("COUNTY"), a body corporate and politic.

WITNESSETH

WHEREAS, COUNTY was awarded an <Name of> Grant from the <Name of Grantor Agency> to construct the <Name of> Urban Greening Project ("PROJECT"); and

WHEREAS, the PROJECT will construct a community garden, an outdoor smart garden learning center ("CENTER"), walking path, and bioswales, and plant trees and drought-tolerant landscaping on the premises of <Name of School>; and

WHEREAS, XSD holds title to the property known as <Name of School> ("SCHOOL"), located at <address> in the unincorporated community of <name of community>; and

WHEREAS, COUNTY and XSD desire to enter into this MOU to provide for the design, construction, financing, operation, and maintenance of the PROJECT, and obligations of each party; and

WHEREAS, COUNTY and XSD have no financial obligation to each other under this AGREEMENT, except as herein expressly provided; and

THEREFORE, in consideration of the mutual benefits to be derived by XSD and COUNTY and of the promises herein contained, it is hereby agreed as follows:

SECTION I

XSD AGREES:

1. Upon XSD field acceptance of PROJECT to take ownership of PROJECT and to be responsible for the ongoing operation and maintenance of the PROJECT during its existence at the SCHOOL which shall be for a minimum xx-year period.
2. To provide prompt review and approval of the PROJECT design and construction plans and prompt field acceptance of the PROJECT which approvals will not be unreasonably withheld.

3. To provide COUNTY with XSD approvals, inspections and permits at no cost to COUNTY for PROJECT construction, operation and maintenance.
4. To authorize COUNTY, and its agents and contractors, to enter SCHOOL to access the CENTER to conduct activities related to the COUNTY's Smart Gardening and Youth Education Programs, including but not limited to CENTER maintenance, alteration, and operation as required to conduct at least four workshops annually to teach residents and students about environmental topics such as composting and smart gardening.
5. To cooperate with COUNTY for smart gardening and environmental workshops to be conducted by COUNTY at CENTER, and to provide public access to the CENTER during reasonable hours for community residents to attend COUNTY activities and workshops.

SECTION II

COUNTY AGREES:

1. To utilize \$xxx,xxx in grant funding from the <Name of Grantor Agency> for PROJECT, to finance the costs of PROJECT design and construction and to execute the design and construction of the PROJECT with CUSD's review and approval of construction plans.
2. To manage the grant and take responsibility to execute the PROJECT in a timely and effective manner.
3. To advertise the PROJECT for construction bids, to award and administer the construction of PROJECT, to do all things necessary to complete PROJECT and to act on behalf of XUSD in all negotiations pertaining thereto.
4. To coordinate with XUSD for smart gardening and environmental workshops to be conducted by COUNTY at the CENTER for the community.
5. To keep the CENTER in safe and clean condition, free from graffiti; to not permit rubbish, beverage containers, or garbage to accumulate at any time after each COUNTY sponsored activity and workshop.

SECTION III

IT IS MUTUALLY AGREED:

1. No grant funds are to be used to buy or encumber property.
2. PROJECT to be maintained by XUSD will consist of improvements shown in the construction plans.

3. The term of this MOU shall commence upon the execution date of this MOU and continue for a xx year period after field acceptance of the construction of the PROJECT. After conclusion of the xx year term, the MOU will be continuous unless terminated by either party at its discretion as described herein.
4. After the xx year term of this MOU, if XSD desires to terminate the COUNTY's use of CENTER and this MOU, XSD shall issue a written notice, six (6) months prior to desired termination, to the COUNTY declaring its desire to terminate the MOU. Upon termination, XSD will retain sole ownership of the PROJECT.
5. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

XSD: <Appropriate Title>
 <Name of X> Unified School District
 <Address>
 <City>, CA <Zip Code>

COUNTY: Assistant Deputy Director
 County of Los Angeles
 Department of Public Works
 Environmental Programs Division
 P.O. Box 1460
 Alhambra, CA 91802-1460

6. Neither XSD nor any officer or employee of XSD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this MOU. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold XSD harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this MOU.
7. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of XSD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of XSD under this MOU. It is also understood and agreed that, pursuant to Government Code Section 895.4, XSD shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of XSD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of XSD under this MOU.

8. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
9. This MOU may be amended or modified only by mutual written consent of XSD and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the Director of Public Works, or her designee, and <Appropriate Title>.

IN WITNESS WHEREOF, <Name of X> SCHOOL DISTRICT, and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, both bodies corporate and politic, having caused this MEMORANDUM OF UNDERSTANDING to be subscribed.

<Name of X> SCHOOL DISTRICT

COUNTY OF LOS ANGELES

By _____

By _____
Director of Public Works

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By _____
Deputy